

ORDER FOR SUPPLIES OR SERVICES						Form Approved		Page 1 Of 19	
1. Contract/Purch Order No.		2. Delivery Order No.		3. Date Of Order		4. Requisition/Purch Request No.		5. Certified for National Defense Under DMS Reg 1 Priority DOA5	
DAAE20-99-P-0269				1999JUL09		SEE SCHEDULE			
6. Issued By			Code	7. Administered By (If other than 6)			Code	8. Delivery FOB	
ACALA AMSTA-AC-PCW-B DIANE WIENER (309) 782-6675 ROCK ISLAND IL 61299-7630 EMAIL: WIENERD@RIA.ARMY.MIL			W52H09	TWIN CITIES 3001 METRO DRIVE BLOOMINGTON MN 55425-1573			S2410A	<input type="checkbox"/> Dest <input checked="" type="checkbox"/> Other	
				SCD C PAS NONE ADP PT SC1002			(See Schedule if other)		
9. Contractor		Code	Facility Code		10. Deliver To FOB Point By (Date)			11. Mark If Business Is	
ENGINEERED SEAL PRODUCTS INC 5920 DRY CREEK LANE NE PO BOX 10015 CEDAR RAPIDS IA 52410-0015		5F263							
					SEE SCHEDULE			<input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned	
					12. Discount Terms				
13. Mail Invoices To					See Block 15				
14. Ship To		Code	15. Payment Will Be Made By			Code	Mark All Packages And Papers With Contract Or Order Number		
SEE SCHEDULE			DFAS-COLUMBUS CENTER DFAS-CO-JWD/DPRO WEST P O BOX 182511 COLUMBUS OH 43218-2511			SC1002			
16. T O Y R P D E E O R F	Delivery		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.						
	Purchase	X	Reference your <input checked="" type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation 2001141-0000-02, Dated 1999JUN25 furnish the following on terms specified herein.						
			Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.						
Name Of Contractor		Signature		Typed Name And Title		Date Signed			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE									
18. Item No.	19. Schedule Of Supplies/Service			20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount		
	SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders								
* If quantity accepted by the Government is same quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America			25. Total		\$39,995.00
							29. Differences		
26. Quantity In Column 20 Has Been				27. Ship. No.		28. D.O. Voucher No.		30. Initials	
				<input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted		<input type="checkbox"/> Partial <input type="checkbox"/> Final		32. Paid By	
36. I certify this account is correct and proper for payment		31. Payment		34. Check Number		35. Bill Of Lading No.			
		<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final							
37. Received At		38. Received By		39. Date Received		40. Total Containers		41. S/R Account No.	
								42. S/R Voucher No.	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 2 of 19
Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC		

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		
2 52-201-4501	NOTICE ABOUT ACALA OMBUDSMAN ACALA	NOV/1995
a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army ACALA AMSTA-AC-PC (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: AMSTA-AC-PC@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information:		
(1) ACALA solicitation number;		
(2) Name of PCO;		
(3) Problem description;		
(4) Summary of your discussions with the buyer/PCO.		
(End of clause)		

352.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998ACALA

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

AS7003

452.211-4503INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997ACALA

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____PRICE \$ _____

CLIN _____PRICE \$ _____

CLIN _____PRICE \$ _____

CLIN _____PRICE \$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 4 of 19
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Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC

(End of clause)

(AS7008)

5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
ACALA

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

AS7010

6 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
ACALA

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY (ACALA) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

AS7502

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 5 of 19
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Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY</u>	1500	EA	\$ 14.14000	\$ 21,210.00
	NSN: 5330-01-439-4076 NOUN: O-RING FSCM: 19206 PART NR: 11580722 (1-451 V747-75) SECURITY CLASS: Unclassified PRON: M191F210M1 PRON AMD: 02 ACRN: AA AMS CD: 070011KFKW6 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: C/M UNIT PACK: 1 INTERMEDIATE PACK: EA LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H099159A051 W45G19 J 1 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1,500 20-AUG-1999 FOB POINT: Destination SHIP TO: <u>FREIGHT ADDRESS</u> (W45G19) TRANS OFF RED RIVER ARMY DEPOT TEXARKANA TX 75507-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-99-P-0269/0000				
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AA	<u>PRODUCTION QUANTITY</u>	1700	EA	\$ 11.05000	\$ 18,785.00
	NSN: 5330-01-439-4077 NOUN: O-RING FSCM: 19206 PART NR: 11580721 (2-371 V747-75) SECURITY CLASS: Unclassified PRON: M191F211M1 PRON AMD: 02 ACRN: AA AMS CD: 070011KFKW6 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: C/M UNIT PACK: 1 INTERMEDIATE PACK: EA				

Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>LEVEL PRESERVATION: Commercial</div> <div>LEVEL PACKING: Commercial</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W52H099159A052 W45G19 J 1</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 1,700 20-AUG-1999</div> <div>FOB POINT: Destination</div> <div>SHIP TO: FREIGHT ADDRESS</div> <div>(W45G19) TRANS OFF</div> <div>RED RIVER ARMY DEPOT</div> <div>TEXARKANA TX 75507-5000</div> <div>CONTRACT/DELIVERY ORDER NUMBER</div> <div>DAAE20-99-P-0269/0000</div>				
0003	Supplies or Services and Prices/Costs				
0003AA	<div>DATA ITEM</div> <div>SECURITY CLASS:</div> <div>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</div> <div>A DD 250 IS NOT REQUIRED.</div> <div>(End of narrative B001)</div>				

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 19
	PIIN/SIIN DAAE20-99-P-0269	MOD/AMD	

Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC

	Regulatory Cite	Title	Date
1	252.225.7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6701)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 8 of 19
Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC		

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.210-4501 ACALA	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 11580721 AND 11580722 with revisions in effect as of 11/28/97 (except as follows):

TOP DRAWING IS SOURCE CONTROL WITH THE FOLLOWING APPROVED SOURCE OF SUPPLY:

PARKER-HANNIFIN CORP
O-RING DIVISION
2360 PALUMBO DRIVE
LEXINGTON, KY 40509

CAGE CODE: 02697

PHONE: (606) 269-2351

CONFIGURATION MANAGER IS BENET LABORATORIES AND THEY ARE APPROVING AUTHORITY FOR ANY NEW SOURCE OF SUPPLY.

(CS6100)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 9 of 19
Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC		

PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4502 ACALA	PACKAGING REQUIREMENTS	DEC/1998

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
 - 1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
 - 1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
 - 1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
2. Unit Package
 - 2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.
 - 2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.
3. Intermediate Package
 - 3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.
4. Packing
 - 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.
 - 4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.
5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 MAY 1997. Bar code requirements apply.

EXCEPTION:

1. APPLIES TO PART NUMBERS 11580721 AND 11580722.
2. SPECIAL PACKAGING INSTRUCTION P11580721 AND P11580722 DOES NOT APPLY FOR THIS PROCUREMENT, HOWEVER IT MAY BE USED FOR GUIDANCE.
3. SANDWICH ITEMS BETWEEN TWO PIECES OF STIFFERNER AND SECURE WITH TAPE.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 10 of 19
Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC		

(DS6405)

252.247-4521UNITIZATION/PALLETIZATIONJUL/1998ACALA

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 11 of 19
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Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC

INSPECTION AND ACCEPTANCE
 This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:
 <http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 12 of 19
Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC		

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
2	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB	ACCOUNTING	OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				ORDER	STATION	AMOUNT
0001AA	M191F210M1	AA	2	97	X4930AC6G	6D	26FB S11116		W52H09	\$ 21,210.00
	070011KFKW6									
0002AA	M191F211M1	AA	2	97	X4930AC6G	6D	26FB S11116		W52H09	\$ 18,785.00
	070011KFKW6									
									TOTAL	\$ 39,995.00

SERVICE								ACCOUNTING	OBLIGATED
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION						STATION	AMOUNT
Army	AA	97	X4930AC6G	6D	26FB S11116		W52H09	\$	39,995.00
									TOTAL \$ 39,995.00

	Regulatory Cite	Title	Date
1	52.232-4501 ACALA	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that all invoices/vouchers received are paid in the following order until each ACRN is fully disbursed:

-1-

(End of clause)

(GS6001)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 14 of 19
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Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC

SPECIAL CONTRACT REQUIREMENTS
 This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.
 (HA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).		
(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.		
Material (If none, insert NONE)		
Identification No.		
(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.		
(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.		
(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the contracting Officer and resubmit the data.		
(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.		
(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.		
(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:		
(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --		
(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;		
(ii) Obtain medical treatment for those affected by the material; and		

Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AC-SF
Rock Island, IL 61299-7630

Commander
U.S. Army Industrial Operations Command (IOC)
ATTN: AMSIO-TMO
Rock Island, IL 61299-6000

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AC-PCW-B
Rock Island, IL 61299-7630

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AR-ESK
Rock Island, IL 61299-7630

(HF6013)

2	252.223-7001	HAZARD WARNING LABELS	DEC/1991
	DFARS		

(a) ‘‘Hazardous material,’’ as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert	None)	ACT
_____			_____
_____			_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 16 of 19
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Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract.

(End of Clause)

(HA7704)

3 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE NOV/1998
ACALA

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

4 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
ACALA

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 17 of 19
	PIIN/SIIN DAAE20-99-P-0269	MOD/AMD	
Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC			

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
1	52.203-3	GRATUITIES	APR/1984
2	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
3	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
4	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
5	52.222-26	EQUAL OPPORTUNITY	FEB/1999
6	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
7	52.233-1	DISPUTES	JAN/1999
8	52.233-3	PROTEST AFTER AWARD	OCT/1995
9	52.243-1	CHANGES - FIXED PRICE	AUG/1987
10	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
11	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
12	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
13	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
14	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
15	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
16	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	MAR/1998
17	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
18	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
19	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
20	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
21	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUN/1999

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

22	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-P-0269 MOD/AMD	Page 18 of 19
---------------------------	---	----------------------

Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC

limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

23 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

24 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 19 of 19
	PIIN/SIIN DAAE20-99-P-0269	MOD/AMD	
Name of Offeror or Contractor: ENGINEERED SEAL PRODUCTS INC			

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARY LIST		001	
Attachment 002	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423 (MECHANIZED)		001	
Attachment 003	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 004	GUIDANCE ON DOCUMENTATION OF CONTRACT DATA REQUIREMENTS LIST (CDRL)		002	